STATE OF NORTH CAROLINA

WAKE COUNTY

STEFANIE ANN RAYSICH)
Petitioner)
v.) PERSONNEL AGREEMENT) AND RELEASE OF ALL CLAIMS
N.C. DEPARTMENT OF JUSTICE)))
Respondent))

THIS PERSONNEL AGREEMENT AND SETTLEMENT AGREEMENT (hereinafter Settlement Agreement) is entered into and between Petitioner Stefanie Ann Raysich ("Petitioner") and Respondent North Carolina Department of Justice (Respondent);

WHEREAS, on or about June 5, 2013, Stefanie Ann Raysich was terminated; and

WHEREAS, Petitioner filed a petition for a contested case hearing with the Office of Administrative Hearings (OAH); and substantial discovery has been completed; and

WHEREAS, Petitioner and Respondent have conferred at length in an effort to reach a mutually agreeable resolution of these matters;

NOW THEREFORE, in order to avoid further controversy, expense, and inconvenience, the parties have agreed upon a full and final settlement of all matters at issue and desire the settlement be memorialized in this Settlement Agreement upon the following terms and conditions:

- 1. Rescission of Termination, And Resignation: Petitioner agrees to retroactively resign and Respondent agrees to accept that resignation and rescind the termination.
- 2. No Recovery of Back Pay, Expert Fees, Attorney Fees or other benefits not specifically delineated herein: Other than in paragraph one, there will be no other relief. The Petitioner's back pay, attorney fees, costs and lost benefits shall be entirely waived and will not be paid by Respondent.
- 3. Release. Petitioner Raysich does hereby release, forever discharge, and waive any cause of action, including any administrative claim, or claim under state and federal law, or other demand or proceeding of any kind against the Department of Justice and all past or present agents and employees of the Department, in their official and individual capacities related to and/or arising, resulting, or growing out of Petitioner's termination of employment.
- 4. <u>Dismissal of Pending Petition</u>. Petitioner shall dismiss the pending petition seeking relief. Petitioner shall not file any other legal claims seeking damages or any other relief for her termination of employment.
- 5. No Admission of Liability. Each party understands and agrees that this Settlement Agreement is a compromise settlement of a disputed claim and is intended to terminate any and all claims and avoid further litigation. Settlement in this matter is not to be construed as an admission of any liability by either party. Each party releases the other party from any or all liability.
- 6. Neutral Reference Letter. The parties will handle issues of job reference requests by use of attached Exhibit A if such reference requests are provided in writing. This letter will be disseminated to any prospective employer in response to any inquiry, and will be the only response by Respondent to such inquiries. Any verbal responses to job reference requests will be limited to the information contained in Exhibit A and any public

information required to be disseminated by North Carolina General Statute 126-23(a).

- 7. Entire Agreement. This Settlement Agreement contains the entire agreement between the parties and there are no understandings, agreements or entitlements, verbal or otherwise, regarding this settlement except as expressly set forth herein.
- 8. Reading of Agreement. Petitioner hereby acknowledges that she has read this Settlement Agreement, conferred with her attorney, fully understands its contents, consents to the settlement of the claim on the terms set forth herein, and does so in reliance upon her own judgment and advice of her attorneys and not in reliance on any other representations or promises of the Respondent or its representatives or attorneys.

IN WITNESS WHEREOF, this Settlement Agreement and Release of All Claims is executed in duplicate originals as indicated below:

Stefanie Ann Raysich (Seal)

Grayson Kelley

Chief Deputy Attorney General N.C. Department of Justice

(Seal)

John A. Byrd

State Crime Laboratory

Director

ATTORNEYS FOR PARTIES

Joy Strickland

Assistant Attorney General

N.C. Bar No.25695

P.O. Box 629

Raleigh, N.C. 27699

Telephone (919) 716-6500

Fax (919) 716-6760

J. Michael McGuinness

Attorney for the Petitioner

N.C. Bar No. 12196

P.O. Box 952

Elizabethtown, N.C. 28337

Telephone (910) 862-7087

Fax (910) 862-8865

Exhibit "A"

(Department of Justice Letterhead)

RE: Letter of Reference - Stefanie Ann Raysich

To Whom It May Concern:

Ms. Raysich was employed with the North Carolina Department of Justice as a Special Agent and Chemist I on June 1, 2005, and served until she resigned her position on June 5, 2013, as a Special Agent and Forensic Scientist III.

We wish Ms. Raysich the best in the future.

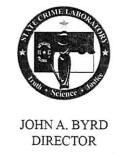
N.C. State Crime Laboratory

N.C. Department of Justice



North Carolina State Crime Laboratory

Department of Justice 121 E. Tryon Road Raleigh, North Carolina 27603



July 29, 2014

RE: Letter of Reference - Stefanie Ann Raysich

To Whom It May Concern:

Ms. Raysich was employed with the North Carolina Department of Justice as a Special Agent and Chemist I on June 1, 2005, and served until she resigned her position on June 5, 2013, as a Special Agent and Forensic Scientist III.

We wish Ms. Raysich the best in the future.

John A. Byrd

Director

North Carolina State Crime Laboratory



